COVENANTS—PERSONS ENTITLED TO ENFORCE COVENANTS AS TO USE OF LAND.—The owner in fee of a hotel conveyed it to the plaintiff, the deed containing a restrictive covenant that neither the hotel nor the premises should at any time be used for any offensive, noisy or dangerous trade or business. At the time of the conveyance the grantor owned no other land in the vicinity. Defendant later agreed to buy land of the plaintiff, the plaintiff knowing that the defendant proposed to erect a music hall on the land. Defendant refused to fulfill his contract on the ground that the hotel was bound by the restrictive covenant in the deed to the plaintiff. Plaintiff asked for a decree for specific performance. *Held,* the convenant did not attach itself to the land and the hotel was not subject to the restriction. Decree granted. *Millbourn* v. *Lyons,* [1914] 1 Ch. 34.

If the covenant was not merely a personal one on the part of the covenantee, i. e., if at the time of the conveyance the covenantee owned other land in the vicinity to which the benefit of the covenant might pass, it is well settled that it would be binding in equity on anyone taking with notice. WASHBURN, REAL PROPERTY (6th Ed.) § 124 et seq. But when, as in this case, the covenant is personal on the part of the covenantee, it is not entirely settled as to whether it should not be personal on both sides. The rule laid down in the principal case is no doubt the better rule and is supported by the great weight of authority. The decision is interesting because it is not in accord with some earlier decisions in England. *Catt* v. *Tourle,* 4 Ch. 654; *Osborne* v. *Bradley* [1903] 2 Ch. 446. It can, however, probably be said to express what is now the law in England and would without doubt be sustained were the question to arise in the House of Lords. See the dicta in *Earl of Zitt v. Hislop,* 7 A. C. at page 447 and *Noakes* v. *Rice,* 27 A. C. at page 35. Also see JOLLY, RESTRICTIVE COVENANTS, 21 et seq. The courts of this country have seldom been compelled to pass upon this question and there is some conflict in the decisions. The Supreme Court of Illinois in a recent decision, *Van Sant et al* v. *Rose et al.* (Ill. 1913) 103 N. E. 194 held that such a covenant was binding upon a subsequent grantee taking with notice. See 12 MICH. LAW REV. 322. But the correctness of the decision can hardly be sustained either on reason or authority, and is not in accord with the other decisions on the subject in this country. *Hano* v. *Bigelow,* 155 Mass. 341; *Dana* v. *Wentworth,* 111 Mass. 291; *Los Angeles University* v. *Swath,* 107 Fed. 298.

EQUITY—LACHES AVAILABLE AGAINST A STATE.—The waters of a certain bayou or slough receded, and said bayou was gradually filled up by deposits of sediment. The State claimed the land so formed, under a grant from the Federal government, while the defendants claim the land by adverse possession. The State brings this suit to establish and quiet its title. Defendants argue that the State is estopped from asserting any title to the land, on the ground that it has for many years neglected to sue, and should not be allowed to sue now. *Held,* the State has seen fit to invoke the aid of equity, and the cause is to be determined on equitable principles. Laches will be recognized

against the State as well as against an individual, in a court of equity. *State of Iowa* v. *Livingston,* (Ia. 1914) 145 N. W. 91.

The early rule on this question seems to have been that laches is not imputable to the government, and it is not responsible for the laches of its officers. *United States* v. *Van Zandt,* 11 Wheat. 187, 6 L. ed. 450, failure to recall a paymaster for not rendering his vouchers for more than six months, as required by law; *United States* v. *Dallas etc. Road Co.,* 140 U. S. 632, 35 L. ed. 571, 11 Sup. Ct. 998, holding that laches cannot be set up against the government in suits brought to declare lands forfeited. In *United States* v. *Beebe,* 127 U. S. 338, where it was sought to set aside a patent for land obtained by fraud, it was said, "The principle that the United States are not bound by any statute of limitations or barred by any laches of their officers however gross, in a suit brought by them as a sovereign government to enforce a public right or assert a public interest, is established beyond all controversy or doubt." In *State of Iowa* v. *Des Moines,* 96 Iowa 534, the court recognized the rule of *United States* v. *Beebe,* but did not apply it, since the facts in the case did not bring it within that rule. The modern rule is laid down in *State of Iowa* v. *Carr,* 191 Fed. 257, to the effect that while mere delay does not either by laches or limitations, of itself constitute a bar to suits and claims of a state or the United States, yet when a sovereignty submits itself to the jurisdiction of a court of equity and prays its aid, its claims and rights are judiciable by every other principle and rule of equity applicable to the claims and rights of private persons under similar circumstances. This rule is to be applied in the light of *United States v. Beebe,* and if so applied, it would seem to be the only logical view which a court of equity could adopt.

EVIDENCE—ADMISSIBILITY OF DECLARATIONS BY SELLER TO PROVE FRAUDULENT SALE.—X Grain Company held a bill of lading issued on a car load of oats, and assigned the bill to plaintiff for value. Defendant claims under a creditor of the Grain Company who had attached the car subsequently to the assignment. To prove the assignment fraudulent defendant offered in evidence admissions made by the Grain Company in letters written after the transfer. *Held,* that the declarations of the assignor made after the assignment were inadmissible. *Collins County Grain Co.* v. *Andrews,* (Ark. 1914) 162 S. W. 1098.

In general, admissions of an assignor made before the assignment are competent against the assignee. But when it is sought to use such admissions to prove the transfer fraudulent, other questions arise. As fraud on the part of the vendor would not avoid the sale against a bona fide vendee, it has been held that the vendor's admissions are not competent against the latter. *Peters Miller Shoe Co.* v. *Casebeer,* 53 Mo. App. 640; *Tretzevant* v. *Courtney,* 23 La. Ann. 628; *Foster* v. *Hall,* 12 Pick. 89. They are, of course, admissible against the declarant. *Toms* v. *Whitmore,* 6 Wyo. 220; *Hollingshead* v. *Allen,* 17 Pa. St. 275; *Parker* v. *Marston,* 34 Me. 386. And the declarations may be made in the presence of the vendee, under such circumstances that they become in effect his own admissions, and available against him as